

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-14-65260

HUD# 07-14-0198-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

STEVEN T. ROUSH

310 East Plainview Drive

Indianola, Iowa 50125

KARLA ROUSH

310 East Plainview Drive

Indianola, Iowa 50125

COMPLAINANT

ANGELA WILLIAMS

Commissioner

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant is a member of the Iowa Civil Rights Commission. As a member, Complainant has the authority to file a complaint alleging a discriminatory practice in violation of the "Iowa Civil Rights Act of 1965," Iowa Code Chapter 216. Complainant alleged Respondents published an advertisement for a one-bedroom apartment for rent that stated "single person occupancy only." Complainant alleged such statement indicates a preference, limitation, or discrimination based on familial status, the presence of minor children in the household. Respondents own and manage the subject property, a four-plex, located at 205 West Boston, Indianola, IA 50125.

Respondents maintain the total square footage of the entire four-plex is 2,528. Respondents also maintain the particular unit that was advertised is just 400 square feet with a 9' x 10' (90 sq. ft.) bedroom. Respondents' current Lease Agreement states:

The Roush Apartments are designed and rented to mature adults only. The apartments were not constructed to accommodate children, pets, waterbeds or smokers. All units are designed as single adult units. Occasionally, and with Landlord's discretion, a married couple may be tenants; however, this is out of the ordinary.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge that the Federal Fair Housing Laws Act, as amended, makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin,, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(c) (Section 804(c) of the Fair Housing Act).

Respondents also acknowledge that the Iowa Civil Rights Act makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin, sexual orientation or gender identity, or an intention to make any such preference, limitation, or discrimination. Iowa Code § 216.8(1)(c).

3. Respondents acknowledge that the Federal Fair Housing Laws Act, as amended, makes it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person based on race, color, religion, sex, disability, familial status, national origin,, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(a) (Section 804(a) of the Fair Housing Act).

Respondents also acknowledge that the Iowa Civil Rights Act makes it unlawful to refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person. Iowa Code § 216.8(1)(a).

Voluntary and Full Settlement

4. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

5. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

6. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

7. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

8. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

9. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

10. Respondents agree Karla Roush, and each of Respondents' current employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding the prohibition discriminatory advertising, discriminatory statements in lease agreements, and refusal to rent due to familial status. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, within ten (10) days of completing the training.

Future Advertising

11. Respondents agree they will only market the attributes of their rental properties and not reference a preferred type of tenant(s)/occupant(s). Respondents agree all future advertising in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website will no longer state a preference for any particular type of tenant based on a personal characteristic. In addition, Respondents will not state an occupancy standard that is more restrictive than the local occupancy code or that described in the Keating Memo ("Fair Housing Enforcement—Occupancy

Standards; Notice of Statement of Policy (the Keating Memo)," 42 U.S.C. 3535(d), 112 Stat. 2461), which details that an occupancy standard must be carefully examined "to determine whether it operates unreasonably to limit or exclude families with children."

For 12 months following the execution of this Agreement, Respondents agree all of their future advertisements in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website for all rental units other than efficiency apartments will include the following language: "Families with children are welcome." Advertising for the one-bedroom 400 sq. ft. rental unit can include occupancy language, "Maximum occupancy is two people per unit. Children are welcome."

For 12 months following the execution of this Settlement Agreement, Respondents agree to send copies of all of their advertisements for residential rental properties to the Commission within ten (10) days of publication.

Respondents have stated their intent to sell the subject property, their only rental property, in 2014. Upon providing proof that the said property has been sold and the title has been transferred to a non-family member, and verified by the Commission, Complainant agrees that neither Respondents nor the new owners of the subject property will be required to fulfill the remainder of the stated 12-month and 36-month periods for Terms #11, #12, #15 and #16. Should Respondents purchase any new rental properties during the stated 36-month period, Respondents agree to fulfill the remainder of the stated 12-month and 36-month periods for Terms #11, #12, #15, and #16.

Respondents acknowledge property owners, managers, and agents cannot discourage families with children from seeking or making application for available rental units by making any statement, verbal or written, that indicates families with children are not welcome or not solicited as tenants. Respondents acknowledge the statement, "single person occupancy only," discourages families with minor children from making application because it indicates such families are not solicited or welcome as tenants. Respondents acknowledge such a statement violates Federal and State Fair Housing Laws.

Respondents also acknowledge families with children may not be segregated in certain buildings or properties, or in certain areas or floors of a particular complex. Families may not be restricted because of safety concerns. The safety of the children is the parents' responsibility, and the parents determine whether the unit is suitable for their family.

The Keating Memo states that HUD believes that an occupancy policy of two persons in a bedroom, as a general rule, is reasonable under the Fair Housing Act. However, the memo also states that the reasonableness of any occupancy policy is rebuttable, and should not imply that HUD will evaluate compliance solely on the number of people permitted in each bedroom. The memo outlines factors that HUD will consider when evaluating a housing provider's occupancy policies to determine whether actions under the provider's policies may constitute discriminatory conduct under the Fair Housing Act on the basis of familial status (the presence of children in a family). In appropriate circumstances, a housing provider may counter an occupancy policy of two persons per bedroom based on factors such as the number and size of sleeping areas or bedrooms, the overall size of the dwelling unit, the configuration of the unit (for example the presence of a den or small extra room), age of the children, sewer or other building systems, and existence of state or local laws. The Keating Memo in its entirety can be read online at:

http://www.fairhousing.com/index.cfm?method=page.display&pagename=HUD_resources_keatingmemo

Demographics

12. On an annual basis for the next three years, Respondents agree to provide “tenant data” of all occupants at their rental properties to the Commission. On or before May 15, 2014, May 15, 2015, and May 15, 2016, Respondents agree to provide tenant data of all occupants as of April 1, 2014 April 1, 2015, and April 1, 2016. Tenant data for each rental unit shall include: (1) the address and apartment number of each rental unit; (2) the number of occupants residing at each unit; and (3) the number of minor children (under the age of 18) living at each unit.

Relief for Complainant

13. Respondents agree to remove all statements from their Lease Agreements that can be interpreted by an ordinary reader to indicate a preference, limitation, or discrimination based on familial status. Respondents agree to immediately remove the following statements:

- “mature adults only ”
- “not constructed to accommodate children”

- “all units are designed as single adult units”

Respondents agree to send a copy of their modified Lease Agreement to the Commission within ten (10) days of receiving a Closing Letter from the Commission.

Within 60 days of receiving a Closing Letter from the Commission, Respondents agree to replace all of their current Lease Agreements with the modified Lease Agreement described above.

Reporting and Record-Keeping

14. Respondents shall forward to the Commission objective evidence of the successful completion of training, in the form of a Certificate or a letter from the entity conducting the training, within ten (10) days of the completion of the training, as evidence of compliance with Term 10 of this Agreement.

15. For 12 months following the execution of this Settlement Agreement, Respondents agree to send copies of all of their advertisements for residential rental properties to the Commission within ten (10) days of publication, as evidence of compliance with Term 11 of this Agreement.

16. On an annual basis for the next three years, Respondents agree to provide “tenant data” of all occupants at their rental properties to the Commission. On or before May 15, 2014, May 15, 2015, and May 15, 2016, Respondents agree to provide tenant data of all occupants as of April 1, 2014, April 1, 2015, and April 1, 2016. Tenant data for each rental unit shall include: (1) the address and apartment number of each rental property; (2) the number of occupants residing at each apartment; (3) the number of minor children (under the age of 18) living at each apartment, as evidence of compliance with Term 13 of this Agreement.

17. Within ten (10) days of receiving a Closing Letter from the Commission

Respondents agree to send to the Commission a copy of their modified Lease Agreement, as evidence of compliance with Term 13 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

Steven T. Roush, RESPONDENT

Date

Karla R. Roush, RESPONDENT

Date

Angela Williams, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION